

**Supplement to UTC Terms and Conditions of Purchase**  
**United Kingdom Supplement**  
**July 2018**

The terms of this United Kingdom Supplement (the "Supplement") modify and supplement the applicable United Technologies Corporation Standard Terms and Conditions of Purchase that are available on the Internet at the following URL: <http://www.utc.com/Suppliers/Pages/Terms-and-Conditions.aspx> (the "Terms"), as such Terms may be incorporated into the applicable Master Terms Agreement, Purchase Agreement, Order, or other contract (collectively referred to herein as the "Agreement"). This Supplement applies to all Orders issued by Affiliates of UTC based in the United Kingdom (each individually a "UK Affiliate") to Supplier or Affiliates of Supplier.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

## **1. Governing Law and Disputes**

1.1. Any Agreement entered into with a UK Affiliate and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the laws of England and Wales. .

1.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## **2. Arbitration**

2.1. The Parties shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or relating to this Agreement. If the matter is not resolved through such efforts within sixty (60) days of a Party identifying a dispute in writing to another Party, it shall be finally settled through binding arbitration under the rules of the London Court of International Arbitration ("LCIA") by one arbitrator appointed in accordance with the said Rules. The Place of arbitration shall be London, England and the language to be used in the arbitral proceedings shall be English. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties will hold the proceedings and subject matter of the Arbitration confidential and shall make reasonable efforts to ensure that any participants are also so bound.

2.2. If the Parties reach a settlement of any dispute, whether such settlement is obtained by referral to the Steering Committee, LCIA or otherwise, such

settlement shall be reduced to writing and once executed by a Party shall be binding on such Party.

2.3. The Parties agree to bear their own costs and expenses in relation to any dispute mediated by the LCIA.

2.4. Either Party may resort to a formal legal proceeding for equitable relief at any time.

### **3. Compliance with Laws**

In performing its obligations under the Agreement, the Supplier shall comply, and procure that each of its Affiliates, complies with:

- i) all applicable laws, statutes, regulations and codes from time to time in force and shall include, but not be limited to, the Modern Slavery Act 2015, the Bribery Act 2010 and all Data Privacy laws ; and
- ii) with Buyers Code of Ethics.

### **4. Payment terms**

Notwithstanding anything to the contrary in the MTA, any applicable Purchase Agreement or face of an Order, in no event will payment terms exceed net sixty (60) days following UK Affiliate's receipt of conforming Goods and/or Services, in compliance with applicable law.

### **5. Taxation**

5.1. The price for the Goods and/or Services]are exclusive of amounts in respect of VAT. The UK Affiliate, shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on a supply of Goods and/or Services.

5.2. Supplier and UK Affiliate agree to cooperate and amend this Supplement, if necessary, to eliminate or reduce any applicable taxes, duties, levies, excises, import fees, clearance costs or other charges of any kind which may be payable by either Party, including, where applicable, securing any certificate of exemptions or recoveries in such a manner so as to eliminate or reduce said taxes or charges provided that such changes or amendments do not transfer the tax burden from one Party to the other Party.

### **6. Delivery**

Shipment shall be to the location directed by the UK Affiliate. Invoicing, delivery terms, shipping, packing and waste reduction instructions shall be provided to Supplier through an attachment to, or printing on the face of, the Order, or incorporated into the Order by reference to a web site. In the absence of such instructions, the delivery terms for goods shall be FCA Supplier's facility

(Incoterms 2010). Risk of loss shall pass to the UK Affiliate upon delivery of goods to the UK Affiliate at Supplier's facility when the goods are handed over into the charge of the UK Affiliate's carrier. Title shall pass to UK Affiliate upon receipt of goods at UK Affiliate's facility or third party drop shipment point.

## **7. Data Privacy**

For the purposes of this Section 7 the following definitions shall have the following meanings:

"Buyer Personal Information" shall mean any information or data provided to Supplier or its agents, representatives, or subcontractors in connection with the Agreement, any Order and the transactions thereunder that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any Data Privacy Laws.

"Data Privacy Laws" shall mean applicable national, federal, state and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data, including, without limitation, (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (ii) the laws, directives and regulations of the European Union member states under the European Union Directive 95/46/EC (the "EU Directive"), (iii) the General Data Protection Regulation ("GDPR"), and any European Union law, directive or regulation that may be enacted to replace the EU Directive or the GDPR; or (iv) the Data Protection Act 1998, GDRP, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations and codes of conduct in any relevant jurisdiction relating to the processing of personal data and privacy including the guidance and codes of practice issued by the UK Information Commissioner. This definition will survive the United Kingdom's exit from the European Union and includes all data protection laws currently enacted within English law and any future amendments or variations intended to replace them.

The following provisions apply whenever Supplier will have access to Buyer Personal Information; provided, however, if Supplier will only have access to Business Contact Information for the individuals involved in the purchase of the Services under this Agreement and/or Order, such provisions shall not apply.

### **7.1 Supplier shall:**

7.1.1 comply with all applicable Data Privacy Laws including GDPR and promptly notify the Buyer in writing if Supplier believes that

collecting and processing any Buyer Personal Information violates Data Privacy Laws;

- 7.1.2 only collect, access, use, or share Buyer Personal Information, or transfer Buyer Personal Information to authorized third parties, in performance of its obligations under the Agreement and/or Order, in conformance with Buyer's instructions, or to comply with legal obligations for the duration of the Agreement. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of Buyer Personal Information except (i) as expressly authorized in writing by Buyer in connection with Buyer's use of the Services, or (ii) as required by law;
- 7.1.3 not share, transfer, disclose or provide access to Buyer Personal Information for any third party except to provide services under the Agreement and/or Order or as required by law. If Supplier does share, transfer, disclose or provide access to Buyer Personal Information to a third party, it shall:
  - 7.1.3.1 be responsible for the acts and omissions of any subcontractor or other third party, that processes (within the meaning of the applicable Data Privacy Laws) Buyer Personal Information on Supplier's behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Buyer Personal Information;
  - 7.1.3.2 ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Section; and
  - 7.1.3.3 only share, transfer, disclose or provide access to a third party to the extent that such conduct is compliant with applicable law;
- 7.1.4 take commercially reasonable steps to ensure the reliability of Supplier's Personnel who have access to the Buyer Personal Information and ensure that such access is on a need-to-know basis;
- 7.1.5 provide such information, assistance and cooperation as Buyer or Buyer's Affiliates may reasonably require from time to time to establish Supplier's compliance with Data Privacy Laws;
- 7.1.6 provide Buyer with commercially reasonable assistance in (i) deleting the Buyer Personal Information upon request by the individual or legal representative; (ii) providing a privacy notice to individuals; and (iii) enabling individuals to opt-out;

7.1.7 provide Buyer with the ability to purge Personal Information older than one year or such other time period agreed upon in writing by the Parties; and

7.1.8 immediately advise Buyer in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding Buyer Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Buyer Personal Information; (iii) inquiry or complaint from one or more individuals relating to the collection, processing, use, or transfer of Buyer Personal Information; and (iv) any regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking Buyer Personal Information (collectively, "Data Privacy Matters"). If Supplier learns of any such complaint, request, allegation, or inquiry, Supplier shall provide assistance to Buyer, fully cooperate with Buyer

in investigating the matter, including but not limited to, providing the relevant information to Buyer, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Buyer shall be responsible for communicating with individuals regarding their Buyer Personal Information in connection with such Data Privacy Matters unless Buyer authorizes Supplier to do so on its behalf. Supplier shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Buyer Personal Information required to comply with applicable law. Unless prevented by applicable law, Supplier shall provide Buyer with advance written notice of any such Data Privacy Matters sufficient to allow Buyer to contest legal, regulatory, administrative, or other governmental processes.

7.2 Supplier shall provide written notice to Buyer as soon as possible and, in no instance in more than 48 hours of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Buyer Personal Information of which it becomes aware (a "Security Breach"); thereafter shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a "Security Breach Notice") without the prior written consent of and prior written approval by Buyer of the content, media and timing of the Security Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Security Breach Notice. Where the Security Breach involves data elements that could lead to identity theft and is on the Supplier's networks or systems or is the fault of the Supplier, Supplier will, at the request of Buyer pay for the costs of remediation, notification (including, where reasonably necessary,

a call center), and provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator

- 7.3 Supplier shall obtain the prior written consent of any and all natural persons from whom Supplier collects Buyer Personal Information when required to do so by applicable Data Privacy Laws or as instructed by Buyer. In the event Supplier shall provide to Buyer personal information protected by Data Privacy Laws, Supplier shall ensure that such personal information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.
- 7.4 All Buyer Personal Information acquired by Supplier shall be returned or destroyed (at the option of the applicable Buyer Affiliate), unless and to the extent that: (i) such Buyer Personal Information is required by Supplier to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Supplier shall immediately destroy all Buyer Personal Information after termination or completion of the Order after waiting 30 days to allow Buyer to request return of Buyer Personal Information.
- 7.5 If this Agreement and/or Order involves the provision of Services where the Supplier will (i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer Buyer Personal Information from any country in the European Economic Area or Switzerland (collectively, "EEA/CH") to outside the EEA/CH, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2004/915/EC (hereinafter the "Controller Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. If this Agreement and/or Order involves the cross-border transfer of Buyer Personal Information from any country in the EEA/CH to outside the EEA/CH but the Supplier will not act as a Controller, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (hereinafter the "Processor Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. Notwithstanding the foregoing, Buyer and Supplier agree that:
- 7.5.1 The Model Clauses may be reformatted as a stand-alone document with the signatures to this Agreement and/or Order or the parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly.
- 7.5.2 If either party seeks to register the Model Clauses with a regulator, and the regulator rejects the registration, the parties shall work together to modify the exhibits to the Model Clauses to address the regulator's requirements.

7.5.3 If any of the terms of the Model Clauses conflict with any terms of this Agreement and/or Order, the Model Clauses shall prevail.

7.5.4 If Supplier engages any subcontractors that will access Buyer Personal Information covered by the Model Clauses, the Supplier shall ensure that transfers to the subcontractor comply with the Model Clauses.

## **8. Interpretation**

7.1 Notwithstanding anything else contained in the Agreement (including all attachments thereto and any documents incorporated by reference) to the extent the terms of this Supplement conflict or are inconsistent with the terms of the Agreement, the terms of this UK Supplement shall take precedence over any other terms of the Agreement with respect to a UK Affiliate.